

August 27, 2019

Mr. Peter J. Constantine  
Alternate Designated Agency Ethics Official  
U.S. Department of Labor  
200 Constitution Ave., NW, Rm. N2700  
Washington, DC 20210

Dear Mr. Constantine:

The purpose of this letter is to describe the steps that I will take to avoid any actual or apparent conflict of interest in the event that I am confirmed for the position of Secretary of Labor at the U.S. Department of Labor.

As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter in which I know that I have a financial interest directly and predictably affected by the matter, or in which I know that a person whose interests are imputed to me has a financial interest directly and predictably affected by the matter, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). I understand that the interests of the following persons are imputed to me: any spouse or minor child of mine; any general partner of a partnership in which I am a limited or general partner; any organization in which I serve as officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment.

Upon confirmation, I will resign from my position with Gibson, Dunn & Crutcher LLP. I currently have a capital account with the firm, and I will receive a refund of that account after my resignation. I also have a cash balance plan with the firm, and I will receive a payout of that plan after my resignation pursuant to the partnership agreement. Additionally, I have a self-insurance reserve fund with the firm, and, pursuant to the partnership agreement, the amount of the self-insurance reserve will be returned within three years of my departure date from the firm. The amount will be determined based on the balance in my fund less any allocable charges for legal defense costs, settlements, or disbursements that may be charged against the fund. Pursuant to my partnership agreement with the firm, I will receive a *pro rata* partnership share based on the value of my partnership interests in 2019 through the date of my resignation. This payment will be based solely on the value of the firm's earnings as calculated through the date of my resignation from the partnership. I am owed no bonus payments or severance from the firm. Until I have received all of these payments, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the ability or willingness of the firm to make these payments, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

Because I will continue to participate in Gibson, Dunn & Crutcher LLP's defined benefit pension plan, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the amount of the pension payment owed to me or the ability or willingness of Gibson, Dunn & Crutcher LLP to provide this contractual benefit, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

Additionally, for a period of one year after my resignation or until I receive all of the payments from Gibson, Dunn & Crutcher LLP or as long as I participate in the defined benefit plan, whichever is later, I will not participate personally and substantially in any particular matter involving specific parties in which I know Gibson, Dunn & Crutcher LLP is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d). I also will not participate personally and substantially in any particular matter involving specific parties in which I know a former client of mine is a party or represents a party, for a period of one year after I last provided service to that client, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Upon confirmation, I will resign from my position with the Ethics and Public Policy Center. For a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know the Ethics and Public Policy Center is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I will retain my position as a trustee of my revocable family trust. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Secretary. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of this trust, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

In addition, I will recuse myself from participation on a case-by-case basis in any particular matter involving specific parties in which I determine that a reasonable person with knowledge of the relevant facts would question my impartiality in the matter, unless I am first authorized to participate, pursuant to 5 C.F.R. part 2635, subpart E.

If I have a managed account or otherwise use the services of an investment professional during my appointment, I will ensure that the account manager or investment professional obtains my prior approval on a case-by-case basis for the purchase of any assets other than cash, cash equivalents, investment funds that qualify for the exemption at 5 C.F.R. § 2640.201(a), obligations of the United States, or municipal bonds.

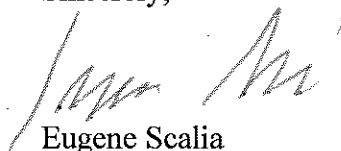
I will meet in person with you during the first week of my service in the position of Secretary in order to complete the initial ethics briefing required under 5 C.F.R.

§ 2638.305. Within 90 days of my confirmation, I will also document my compliance with this ethics agreement by notifying you when I have completed the steps described in this ethics agreement.

I understand that as an appointee I will be required to sign the Ethics Pledge (Exec. Order No. 13770) and that I will be bound by the requirements and restrictions therein in addition to the commitments I have made in this ethics agreement.

I have been advised that this ethics agreement will be posted publicly, consistent with 5 U.S.C. § 552, on the website of the U.S. Office of Government Ethics with ethics agreements of other Presidential nominees who file public financial disclosure reports.

Sincerely,

A handwritten signature in dark ink, appearing to read "Eugene Scalia", is written over the printed name.

Eugene Scalia